

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

1

2. AMENDMENT/MODIFICATION NO.

1

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

Procurement Management Unit
USAID/Mozambique
JAT Complex, Rua 1231, No. 41
Bairro Central "C",
Maputo, Mozambique

7. ADMINISTERED BY (If other than Item 6)

CODE

8. NAME AND ADDRESS OF CONTRACTOR

(No., street, county, State and ZIP Code)

To all Offerors/Bidders

(X)

9A. AMENDMENT OF SOLICITATION NO.

RFP No. 656-06-006

9B. DATED (SEE ITEM 11)

X 10-31-2005

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

1600hrs Maputo Time; December 5, 2005

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this amendment is to: 1) provide clarifications to questions raised by interested offerors (Attachment 1); and 2) amend the Cover Page (Attachment 3), Sections C, H, I, L and M of the Request for Proposal No. 656-06-006 (Attachment 2).

Accordingly, the RFP is hereby amended as follows:

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Phillip S. Tresch
Regional Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY  (Signature of Contracting Officer)

(Signature of person authorized to sign)

10 Nov '05
STANDARD FORM 30 (REV. 10-83)

Attachment 1

A) QUESTIONS & ANSWERS

Further to the issuance of the subject RFP, below please find a summary of questions we received together with their respective answers. Please note that the information below is for general guidance only and is not to be solely relied upon in the preparation of the offer.

Question 1: On page B-1 it states that “All personnel are expected to be locally-hired National Personnel or other non-US Expatriates.” Does this mean US citizens resident in either Mozambique or South Africa cannot be presented as candidates in the proposal? We are US citizens with permanent residence in Mozambique and South Africa and would like to be considered.

Answer: U.S. citizens are not excluded from consideration. However, the Mission does not foresee the need for bringing U.S. citizens from the U.S. to Mozambique to implement the activities under this IQC.

Question 2: The section on page B-2 that states “Fixed burdened hourly rates shall be paid to the Contractor only for direct productive labor hours of personnel performing direct technical assistance in the field” implies that all of the personnel are part-time. Is this a correct assumption?

Answer: Personnel requirements will be described in detail under each Task Order. However, the Mission does not foresee the need to have any Contractor personnel on a full-time, year-round basis over the life of contract. That said, there may be short periods of time when the contractor will need to devote significant staff time to a specific activity and this requirement will be specified in individual requests for task order proposals.

Question 3: The period for response is short especially in light of a significant US holiday the week prior to the deadline. Could offerors submit their proposals via e-mail in order to provide a few more days for proposal development? Hard copies could then be followed up with hard copies being sent to USAID.

Answer: Offers and modifications may be submitted via e-mail to Karen Dods on kdods@usaid.gov and hard copies must be sent on or before the closing date and time specified in the RFP. Original copies of offers submitted electronically must be mailed by commercial courier on or before the closing date and time. Therefore, offerors must ensure that the hard copies of electronic submission are sent on or before the closing date and time. USAID takes no responsibility for 1) any inconsistency between the electronic submission and the hard copy of the proposals and 2) any failures in the electronic transmission of the offers. USAID considers the hard copy as the official submission. If there's any inconsistency between the electronic copy and the hard copy of the proposals, the Contracting Officer will decide whether to accept the hard copy or disqualify the Offer from this competition. If the original/hard copies of the electronically-submitted offer are not received within 5 business days after the closing date, the offer will not be considered.

Question 4: Requirements for pricing to be submitted are unclear. We are asked to develop a proposal in response to the IQC requirements. Section C contains two task order requests however it is unclear as to whether or not we are to include pricing for the two task orders with our submission or if we are only to prepare pricing for labor as required for the IQC. They aren't addressed in Section L. Could you provide further guidance?

Answer: Pricing must be included for the IQC as well as for both task orders. Section L has been revised.

Question 5: Task Order 656-I-01-05-0002-00 presents the Economic Scholarship program activities beginning in 2006. With an anticipated start date of January 2006 for contract activities, it will be difficult to identify candidates and process applications before courses begin in February 2006. Have candidates been identified for the upcoming academic year?

Answer: Candidates for the January 2006 school year have been identified and some of the logistics preparations are underway. For the January 2006 school year only, the Contractor will be responsible only for final enrollment of students (including payment of tuition); round-trip transportation; housing; payment of stipends; study permits; and pre-departure orientation. Names of students will be provided to the winning Contractor.

Question 6 The RFP states in Section B.3 that "It is not envisioned that there will be a need for any U.S. Expatriate Staff under this IQC." However, in order to adequately support training activities, especially when such training takes place in the United States, as proposed in Section C of the RFP, U.S. Expatriate technical assistance may be required. Please confirm that offerors may propose U.S. expatriate personnel when necessary.

Answer: Please see response to Question 1 above. Additionally, as described in the RFP, the Mission foresees the vast majority of training taking place in the Southern African region.

Question 7 Section L.2.(c)(3)(B)(ii)a. states "The proposal must indicate a multiplier or multipliers applicable to each position. Only one multiplier will be used for each position, regardless of whether the services are performed by an employee or consultant of the offeror or any of its subcontractors/collaborating organizations."

Different offerors' NICRA structure may require different rates of cost recovery depending on the status, i.e. CCN/TCN, of employees. Please confirm that the term 'position' denotes a combination of labor category (IQC Manager, Training Specialist etc.) and of nationality (TCN, CCN) and that offerors may propose different multiplier rates for these different blends of status.

Answer: USAID confirms that the term "position" denotes a combination of labor category and of nationality. The offeror may propose different multiplier rates, if necessary. In accordance with Section L.2.(c)(3)(B)(ii)d., the offeror must demonstrate the calculation for the multiplier(s) proposed. If different multipliers are proposed, the calculation of each multiplier must be included. The offeror must also indicate the nationality of each proposed individual in the bio-data sheets as well as the cost proposals.

Question 8 The IQC provides instruction for the calculation of the fixed burdened hourly rates for CCN and TCN personnel by developing appropriate multipliers. Please confirm that offerors should follow the same methodology (eg, multiplier) for calculating fixed burdened hourly rates for US expatriates.

Answer: The same methodology must be applied for all personnel regardless of nationality.

Question 9 The RFP states in Section B.3 that only "direct productive labor hours (DPLHs) of personnel performing direct technical assistance in the field" shall be billed. However, in order to adequately support training activities, especially when such training takes place in the United States, as proposed in Section C of the RFP, technical assistance may be required from the offeror's home office. It is our understanding that such technical support specific to an individual task order activity is not part of the general home backstopping of a contract. We therefore request that USAID amend the RFP to allow for billing of expatriate labor and home office support when required by and approved under the technical scope of work of an individual task order.

Answer: The vast majority of training will take place in the Southern African region. Per the answer to Question 1, U.S. citizens are not excluded from being proposed by a contractor. Please see Section L.2.(c)(3)(B)(ii)h. for detailed information on home/corporate office backstopping and support.

Question 10 Section B.3 (B) Multiplier, of the RFP, includes paid absences as part of “payroll costs” to be included in the multiplier. As offerors have different personnel practices as well as varying methods of calculating and recovering indirect costs, we respectfully request that USAID consider amending the RFP to recognize this fact. Specifically, we request that paid absences not be included within the multiplier and that offerors may budget for paid absences in accordance with their established policies and practices, CAS disclosure statement, and audited indirect rates.

Answer: USAID recognizes that offerors have different personnel practices and different methods of recovering indirect costs. The proposed multiplier should include a factor which will permit the offeror or any subcontractor to recover its costs when using a 2080 hour work-year. As indicated in Section L.2.(c)(3)(B)(ii) of the RFP, equitable comparison of various offerors’ unburdened hourly rates and multipliers requires that they all be proposed on the same basis.

Question 11 As part of an offeror’s NICRA, they may have an established fringe rate for non-US employees which would be included in the multiplier as per Section B.3(B), Multiplier. Generally NICRAs do not cover local costs such as social security, health insurance, workman’s compensation. These costs vary widely by country. Please confirm that the offeror should budget for direct local fringe, as required by local laws, as a direct cost to the appropriate task orders.

Answer: Please see Sections L.2.(c)(5) and L.2.(c)(6) on fringe benefits and indirect cost information respectively.

Question 12 Under which Task Order will the core field team personnel be budgeted?

Answer: Each task order proposal shall budget for the core field team. Due to nature of the required support services under this IQC, the winning Contractor is not expected to set up an office in Maputo as the work is not full-time. They need to have a presence of some sort in Mozambique to be able to handle the logistics and the other work when it needs to be done, but the Contractor is not required to have a permanent, full-time staff in Maputo. It is expected that the IQC manager will be devoting significantly less than 50% of his/her time to this IQC.

Question 13 Page B-4 of the RFP states that no indirects or profit/fee shall be applied to the materials budget. However, offerors may have a NICRA which allows for indirect recovery on a base of materials/other direct costs. Please confirm that the offerors shall budget according to their NICRA and CAS disclosure statement.

Answer: Please see Section B.3.(C) Materials (Other Direct Costs) and Section L.2.(c)(3)(B)(ii) on Calculation of Multiplier.

Question 14 Section B.3, page B-4, Pass –Through Participant Costs of the RFP states that all costs related to the direct trainee costs are to be pass-through only without indirects/fee applied. However, offerors may have a NICRA which allows for indirect recovery on a base of materials/other direct costs. Please confirm that the offerors shall budget according to their NICRA and CAS disclosure statement.

Answer: Please see Section B.3.(C) Materials (Other Direct Costs) and Section L.2.(c)(3)(B)(ii) on Calculation of Multiplier.

Question 15 Should offerors budget for visitation (home leave) costs for long term technical trainees? If so, are there relevant guidelines on frequency/duration of trips.

Answer: For Task Orders 656-I-01-05-00002-00 and 656-I-02-05-00002-00, the contractor should budget for an annual round-trip ticket for each trainee. Future Task Orders will provide specific information on the number of trips per year per student.

Question 16 Section C.1.1.C(1), page C-2, states that “Training follow-on activities will focus on developing internship and, potentially, grant programs that benefit both the returning trainees as well as other USAID/Mozambique target beneficiaries.” Does the term “grant” used in this context mean that the contractor would be administering grants under this contract per ADS 302.5.6 and ADS 303?

Answer: Task orders to be issued under this IQC would require the Contractor to administer very small grant programs per ADS 302.5.6. Details of the grant programs will be provided in each request for proposal for task order.

Question 17 The cover letter refers to submission of technical and cost volumes to Mr. Tresch and Ms. Dods. While submission to Ms. Dods is requested in email format only, please clarify whether offerors should provide both hard copy and electronic submissions to Mr. Tresch. If hard copies are required, please confirm that hard copies can arrive after November 30, 2005.

Answer: Offers and modifications may be submitted via e-mail to Karen Dods on kdods@usaid.gov and hard copies must be sent on or before the closing date and time specified in the RFP. Original copies of offers submitted electronically must be mailed by commercial courier on or before the closing date and time. USAID may receive the original copies of the offer by courier after the closing date. Therefore, offerors must ensure that the hard copies of electronic submission are sent on or before the closing date and time. USAID takes no responsibility for 1) any inconsistency between the electronic submission and the hard copy of the proposals and 2) any failures in the electronic transmission of the offers. USAID considers the hard copy as the official submission. If there's any inconsistency between the electronic copy and the hard copy of the proposals, the Contracting Officer will decide whether to accept the hard copy or disqualify the Offer from this competition. If the original/hard copies of the electronically-submitted offer are not received within 5 business days after the closing date, the offer will not be considered.

Question 18 Section L.2.a.2.A states "The Offeror is requested to submit technical and cost/management proposals for performing the requirements under the IQC, Task Order 656-I-01-05-00002-00 and Task Order 656-I-02-05-00002-00 in separate volumes."

Please confirm that the technical proposal for the IQC and both task orders shall be presented together in one volume, while the cost/management proposal for the IQC and both task orders shall be presented together in one separate cost volume.

Answer: The technical proposal for the IQC and both task orders shall be presented together in one volume, while the cost/management proposal for the IQC and both task orders shall be presented together in one separate cost volume.

Question 19 Please confirm that offerors can submit cost and technical volumes in adobe PDF format.

Answer: The Mission has no objection to the proposals being submitted as PDF files.

Question 20 If questions cannot be answered by Monday November 7th 2005, we respectfully request that the deadline for submission of proposals be extended.

Answer: The due date for submission of proposals/offers has now been changed to 1600 hrs (Maputo Time) December 5, 2005.

Question 21 Our organization would like to submit one question regarding RFP #656-06-006. Would USAID release the list of who is receiving the RFP to our organization?

Answer: This is a full and open competition and the RFP can be downloaded from www.fedbizopps.gov by any organization. Therefore, offerors receiving the RFP are unknown.

Question 22 The RFP makes clear that there will not be any U.S. expatriate staff. Would this include U.S. citizens living in Mozambique currently and willing to be considered as local hires? What about foreign nationals likewise living in Mozambique, can they be considered?

Answer: Please see the response to Question 1.

Question 23 The first two positions described in the RFP require Portuguese language ability. The Training Program Design Specialist and the Training Program Evaluation Specialist descriptions require only English. From that can we assume that these individuals, being part time on the project, could be based in the U.S. and visit Mozambique from time to time as the project required? Would we be able to take overhead on these individuals or would their L.O.E. have to be subsumed in the multiplier?

Answer: Please see the responses to Questions 1 and 8.

Question 24 Since this IQC will be executed through task orders, each T.O. will be an individual contract. Although the contractor is required to compensate for the operation of the master IQC (e.g. contract management, recruitment, training site selection, etc.) does this carry over to individual task orders? For example, is there any bar to costing as part of a task order the work done by home office staff to design, program, place and support long and short-term participants attending training in the U.S.?

Answer: Please see Section L.2.(c)(3)(B)(ii)g. of the RFP. All home/corporate office backstopping and support costs are to be included in the multiplier. The Mission would like all head office costs to be budgeted as part of each Task Order.

Question 25 Is there an incumbent on this contract/opportunity?

Answer: This procurement is full and open competition and there's no incumbent.

[END OF ATTACHMENT 1]

ATTACHMENT 2

Amend the cover sheet of the RFP, Sections F, H, I, L and M as follows:

- A) **Delete Standard Form 33 and replace Attachment 3 of this modification in lieu thereof.**
- B) **Modify Section C to incorporate the following sentence under the Statement of Work for Task Order 656-I-01-05-00002-00 – Table 4 “2009 – Only Pre-departure logistical and Administrative Support”:**
- “All of pre-departure logistical and administrative support activities for the academic year 2009 must be undertaken and completed prior to December 23, 2008”.
- C) **Delete all references made to the closing date and time of proposals/offers of November 30, 2005 and 1600hrs Maputo Time respectively in their entirety and replace with the following in lieu thereof:**
- “Closing date & Time: December 5, 2005; 1600hrs Maputo Time”**
- D) **Modify to include the following applicable special contract requirements under Section H:**

“H.21 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.22 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION.

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, the contractor shall be ineligible to furnish, as a prime or subcontractor or otherwise, implementation services under any contract or task order that results in response to findings, proposals, or recommendations in an evaluation report written by the contractor. This preclusion will apply to any such awards made within 18 months of USAID accepting the report, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER."

E) Delete Section I – Contract Clauses in its entirety and replace with the following in lieu thereof:

"SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-6	DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER	OCT 2003
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN 2005
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005

52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR	
52.216-7	INFORMATION OTHER THAN COST OR PRICING DATA	OCT 1997
52.217-5	ALLOWABLE COST AND PAYMENT	DEC 2002
52.222-1	EVALUATION OF OPTIONS	JUL 1990
	NOTICE TO THE GOVERNMENT OF LABOR	FEB 1997
	DISPUTES	
52.222-3	CONVICT LABOR	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	JUN 2003
	PURCHASES	MAR 2005
52.227-14	RIGHTS IN DATA--GENERAL	
	ALTERNATE I (JUN 1987)	JUN 1987
	ALTERNATE II (JUN 1987)	
	ALTERNATE III (JUN 1987)	
	ALTERNATE IV (JUN 1987)	
	ALTERNATE V (JUN 1987)	
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	
52.232.07	PAYMENTS UNDER TIME & MATERIALS AND	MAR1996
	LABOUR HOURS	
	(ALTERNATE I) (MAY 2000)	AUG2005
52.232-17	INTEREST	
52.232-20	LIMITATION OF COST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	APR 1984
52.233-1	DISPUTES	JAN 1986
52.233-3	PROTEST AFTER AWARD	JUL 2002
	ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT	
	CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO	JAN 1991
	FOREIGN NATIONALS	AUG 2003
52.237-9	WAIVER OF LIMITATION ON SEVERANCE	
	PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	APR 1984
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	MAY2001
52.242-13	BANKRUPTCY	JAN 1997
52.243-3	CHANGES—TIME & MATERIALS OR LABOR HOURS	JUL 1995
52.244-2	SUBCONTRACTS	SEP 2000
	ALTERNATE II (MAR 2005)	AUG1998
52.244-5	COMPETITION IN SUBCONTRACTING	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 1996
	AND COMMERCIAL COMPONENTS	DEC 2004
52.246-6	INSPECTION – TIME & MATERIALS & LABOR HOUR	
52.246-23	LIMITATION OF LIABILITY	MAY2001
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION	FEB 1997
	BILLS TO THE GENERAL SERVICES	JUN 1997
	ADMINISTRATION FOR AUDIT	
52.248-1	VALUE ENGINEERING	
	ALTERNATE I (APR 1984)	NOV 1999
52.249-14	EXECUSABLE DELAYS	
52.249-6	TERMINATION (COST-REIMBURSEMENT)	APR1984
		MAY2004

52.253-1

(MAY 2004)
COMPUTER GENERATED FORMS

JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70	LANGUAGE AND MEASUREMENT	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUN 1992
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	
752.7001	BIOGRAPHICAL DATA	MAR1993
752.7002	TRAVEL AND TRANSPORTATION	JUL 1997
752.7006	NOTICES	JAN 1990
752.7007	PERSONNEL COMPENSATION	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	JUL 1996
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	
752.7028	DIFFERENTIALS AND ALLOWANCES	APR 1984
752.7029	POST PRIVILEGES	JUL 1996
752.7033	PHYSICAL FITNESS	JUL 1993
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	JUL 1997
752.7035	PUBLIC NOTICES	DEC 1991
		DEC 1991

I.2 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor orders for less than US\$5,000.

(1) Any order for a single item in excess of US\$1,000,000;

(2) Any order for a combination of items in excess of US\$1,000,000;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after .

I.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.8 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages_____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated upon which this contract is based.

I.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 52.232-25 PROMPT PAYMENT (FEB 2002) ALTERNATE I (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office

receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), (a)(4)(iii), and (a)(5)(i) do not apply;

(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th day after the designated billing office receives a proper invoice; and

(3) The contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing office received the invoice.

I.12 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acqnet.gov/far/>

<http://www.usaid.gov>

752.242-70 Periodic Progress Reports (See CIB 98-21)

I.13 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.14 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.15. SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Cognizant Technical Officer (CTO). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@dec.cdie.org ;

(B) Via U.S. Postal Service: Development Experience Clearinghouse,
8403 Colesville Road, Suite 210, Silver
Spring, MD 20910, USA;

(C) Via Fax: (301) 588-7787; or

(D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(i) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable

Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

- (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
- (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
- (C) Any other necessary information, e.g. special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

[END OF SECTION IJ]"

F) Modify Section K to include the following:

“K.18 CERTIFICATION REGARDING TERRORIST FINANCING (E.O. 13224)

By signing and submitting this application, the prospective recipient provides the certification set out below:

1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:
 - a. Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - b. Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Usama bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee’s website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
 - c. Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - d. The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification-
 - a. “Material support and resources” means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.”
 - b. “Terrorist act” means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub national groups or clandestine agents; or

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

c. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

e. The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: _____
(Typed Name and Title) Date

(Name of Organization)"

G) **Delete Section L – Instructions, Conditions, and Notices to Offerors in its entirety and replace with the following in lieu thereof:**

“ **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

L.1.(a) 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L.1.(b) 52.214-35 - SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

L.1.(c) 52.215-1 - INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is

awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets *[insert numbers or other identification of sheets]*; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.1.(c) 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (October 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.1.(d) 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a time-and-materials indefinite quantity contract resulting from this solicitation.

L.1.(e) 52.233-02 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer at the address set forth in Section G by obtaining written and dated acknowledgment of receipt from the Contracting Officer at the address set forth in Section G.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.2. ADDITIONAL SOLICITATION INSTRUCTIONS, CONDITIONS AND NOTICES

The Offeror shall follow the instructions contained herein and supply all information as required. Failure to furnish all information requested may disqualify a proposal. Offers and modifications may be submitted to the e-mail address specified under the RFP to Karen Dods on kdods@usaid.gov and electronic submission must be followed by hard copies of the offers. Original copies of offers submitted electronically must be sent by commercial courier and may be received after the closing date but offerors must ensure that the hard copies are sent on or before the closing date and time. USAID takes no responsibility for any inconsistency between the electronic submission and the hard copies of proposals nor for any failures in transmission of the electronic copy before the closing date. USAID considers the hard copy as the official submission.

L.2.(a) General

L.2.(a)(1) Receipt of Proposal and Acceptance Period

Proposals must be received by 1600 hrs, Maputo time, on the closing date indicated in Block 9 of the Cover Page (Section A, SF-33) of this solicitation. Proposals must remain available for acceptance by USAID for a minimum of sixty (60) days.

L.2.(a)(2) Preparation of Proposal

L.2.(a)(2)(A) The Offeror is requested to submit a proposal directly responsive to the terms, conditions, specifications and clauses of this solicitation. Proposals not conforming to this solicitation may be categorized as unacceptable, thereby eliminating them from further consideration. The Offeror must propose for the entire requirement as described in this solicitation; proposals for only part of the program will not be accepted. The Offeror is requested to submit technical and cost/management proposals for performing the requirements under the IQC, Task Order 656-I-01-05-00002-00 and Task Order 656-I-01-05-00002-00 in separate volumes.

L.2.(a)(2)(B) Two copies of the technical proposal and two copies of the price/business management proposal must be submitted to the Regional Contracting Officer, USAID/RCSA-Botswana (see Block 7 of the Cover Page) by the closing date and time. Technical and price/business management proposals must be in separate volumes. Technical proposals must not make reference to cost or pricing data in order that technical evaluation may be made strictly on the basis of technical merit.

L.2.(a)(2)(C) If the Offeror desires to submit a proposal on other terms which the Offeror believes is more advantageous to the Government, cost/price or other factors considered, the Offeror should submit, in addition to a proposal responsive to this solicitation, an alternate proposal reflecting such advantages. A proposal directly responsive to this solicitation must be submitted before consideration can be given to an alternate proposal.

L.2.(a)(3) Pre-Award Audit/Survey

USAID reserves the right to perform a pre-award audit/survey which may include, but is not limited to: (A) interviews with individuals to establish their ability to perform contract duties under project conditions; (B) a review of the Offeror's financial condition, business and personnel procedures, etc.; and (C) site visits to the Offeror's institution. However, it must be understood that USAID undertakes no obligation to perform any of the foregoing elements. Accordingly, Offerors should submit their best and most complete proposal initially.

L.2.(a)(4) Interviews/Discussions/Oral Presentations in Maputo, Mozambique

While it is not anticipated, USAID nevertheless reserves the right to request the Offeror and the Offeror's key personnel to travel to Maputo, Mozambique for interviews, discussions, and/or oral presentations. USAID will not pay any travel costs associated therewith.

L.2.(b) Instructions for Preparation of the Technical Proposal

L.2.(b)(1) The Technical Proposal will be a major consideration in the award of a contract. Therefore, it should be specific and complete. The Technical Proposal should set forth in detail the Offeror's approach and schedule, technical resources, technical experience and background, past performance, unique or specialized skills, and physical facilities.

L.2.(b)(2) The Technical Proposal will be evaluated by a Technical Evaluation Committee in accordance with the Technical Evaluation criteria set forth in Section M.1. of this solicitation.

L.2.(b)(3) Technical proposals must be written in English and typed on standard 8-1/2" x 11" or A4 paper, single spaced, with each page numbered consecutively. Only 10 cpi or 12 cpi type may be used. THE TECHNICAL PROPOSAL SHALL BE LIMITED TO 30 PAGES FOR TEXT COVERING SECTIONS L.2.(b)(5)(A)-(C) AND M.1.(a)(1)-(3) OF THIS SOLICITATION, excluding any attachments and annexes which contain letters of commitment from proposed subcontractors, resumés/CVs and letters of commitment from proposed personnel, the key personnel chart described below, and past performance information. These requirements are not intended to prohibit or discourage Offerors from submitting technical data in addition to the primary technical evaluation criteria set forth in Section M.1. of this solicitation; however, information which exceeds the above page limitation will not be furnished to the technical evaluation committee. A page in the technical proposal which contains a table, chart, graph, etc., is counted as a page within the page limitation.

L.2.(b)(4) The Technical Proposal in response to this solicitation shall be divided into sections corresponding to, and following the order of, the primary technical evaluation criteria set forth in Section M.1. of this solicitation. Each section of the technical proposal should be clearly identified, using the title of the appropriate primary technical evaluation criterion. The technical proposal need not be divided by subcriteria. This requirement is not intended to prohibit or discourage Offerors from submitting technical data in addition to the primary technical evaluation criteria. The relative order of importance of the technical evaluation criteria is indicated by approximate weighting, so that Offerors will know which areas require emphasis in the preparation of proposals.

L.2.(b)(5) The technical proposal should, at a minimum, include the following:

L.2.(b)(5)(A) Responsiveness and Technical Quality of Proposal

L.2.(b)(5)(A)(i) Project Management Strategy/Workplan

L.2.(b)(5)(A)(i)a. The proposal must describe in detail the specific management structure and staffing which the Offeror will establish for the contract to ensure strong and effective management, administration, and clerical support, and efficient use of resources. The overall discussion must specify the nature of organizational linkages between the prime contractor and any subcontracting entities. This includes detailed identification of the roles and responsibilities of each entity, their relationships between each other, lines of authority and accountability, and patterns for utilizing and sharing resources. Of particular importance is the need to clarify the types of administrative and management adjustments which

will be made to ensure that incompatible bureaucratic and scheduling requirements of participating institutions will not limit the Contractor's (and any subcontractors') ability to respond to project needs on a timely basis.

L.2.(b)(5)(A)(i)b. The proposal must include, in an annex which will not count against the page limit described in Section L above, letters of commitment from all proposed subcontractors.

L.2.(b)(5)(A)(i)c. The Offeror shall demonstrate an understanding of the managerial, administrative, and clerical support requirements, and describe how these requirements will be fulfilled. The proposal must also include the Offeror's (and each subcontractor's) assurances that the proposed key personnel will be available to work under the activity.

L.2.(b)(5)(A)(i)d. The proposal must include a tentative first-year workplan.

L.2.(b)(5)(A)(ii)Demonstrated Understanding of the Work

The proposal must demonstrate the Offeror's understanding of the goals, objectives, and needs of the project.

L.2.(b)(5)(A)(iii)Offeror's Approach to Achieving the Results

The proposal should describe the Offeror's training approach and philosophy. It should describe how the Offeror would fulfill its role as a major stakeholder in achieving the results, including how it would adapt to changing circumstances and opportunities.

L.2.(b)(5)(B)Qualifications and Experience of Key Personnel

The proposal shall indicate the Offeror's proposed key personnel candidates, and include a brief biographical sketch for each candidate and a description of the on-the-job relationships between each. If the Offeror proposes the use of subcontractor personnel in any key personnel positions, the proposal shall explain how potential conflicts between on-the-job relationships and employer-employee relationships will be resolved. The Offeror shall also include, in an annex to the technical proposal (which will not count against the page limit described in Section L above), resumés for all key personnel candidates. Resumés may not exceed five pages in length. Each resumé shall be accompanied by a letter of commitment from each candidate indicating his/her: (a) availability under the contract, in terms of days after award and in terms of long-term commitment to the activity; and (b) agreement to the compensation levels set forth in the Offeror's proposal.

L.2.(b)(5)(C) Institutional Qualifications and Capabilities

L.2.(b)(5)(C)(i) Management Experience

The Offeror should describe its experience in managing large, multi-year, participant training activities. Specifically, the Offeror should provide details on previous experience providing managerial/administrative and technical assistance/training services of the type required by the statement of work.

L.2.(b)(5)(C)(ii)Facilities, Equipment, and Administrative Support

L.2.(b)(5)(C)(ii)a. The proposal must demonstrate that the Offeror has or can obtain adequate facilities and equipment to successfully comply with all technical and contractual requirements and expectations. The proposal shall also indicate types and quantities of equipment proposed to be purchased or leased under the contract by the Contractor for performance of contract.

L.2.(b)(5)(C)(ii)b. The proposal must demonstrate that the Offeror can provide adequate administrative support for successfully complying with all technical and contractual requirements and expectations.

L.2.(b)(5)(C)(iii) Management Systems/Policies

The proposal must demonstrate that the Offeror has or can develop adequate systems and procedures related to: personnel policies and recruitment, personnel compensation plans; travel policies; financial management; procurement/purchasing/subcontracting; property management; project management; contract administration; reporting; and other areas in order to successfully comply with all technical and contract requirements and expectations.

L.2.(b)(5)(C)(iv) Ability to Retain Proposed Personnel

The proposal must provide a chart, in an annex which will not count against the page limit set forth in Section L above, listing the key personnel proposed for all contracts awarded during the last three years. The chart must include the following: personnel proposed and expected duration of position; key personnel actually performing under the contract and the duration of actual assignment; and replacement key personnel, if any, and the reason for the replacement.

L.2.(b)(5)(D) Past Performance

L.2.(b)(5)(D)(i) The Offeror shall submit, as part of its proposal, a list of all current contracts and subcontracts and those completed within the last three years that are similar in size, scope, and complexity to the statement of work in this solicitation. The list should be attached as an annex to the technical proposal, which will not count against the page limit described in Section L above.

L.2.(b)(5)(D)(ii) The name and telephone number of at least two contacts are required. It is recommended that the Offeror alert the contacts that their names have been submitted and that they are authorized to provide past performance information when requested.

L.2.(b)(5)(D)(iii) If the Offeror encountered problems on any of these contracts, the Offeror may provide a short explanation and the corrective action taken. Space is provided in block 6 of the Short Form for this. Offerors should not provide general information on their performance.

L.2.(b)(5)(D)(iv) Offerors may describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work.

L.2.(b)(5)(D)(v) USAID may use past performance information obtained from other than the sources identified by the Offeror. Past performance information will be used for both the responsibility determination and the best value decision .

L.2.(c) Instructions for Preparation of the Price/Business Management Proposal

The price/business management proposal must contain the following information and be organized in the following manner. The price/business management proposal shall contain a Table of Contents with page numbers indicated. All pages must be sequentially numbered, and there must be a colored divider page between each part or a tab at the first page of each part. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

L.2.(c)(1) Part 1 - Offer

The offeror shall submit the cover page (Section A) of this solicitation (Standard Form 33, "Solicitation, Offer and Award") with Items 12 through 18 completed.

L.2.(c)(2) Part 2 – Summary Budget

The offeror should include a summary line item budget for the full five-year period of the IQC as well as the proposed periods for Task Order No. 656-I-01-05-00002-00 and Task Order 656-I-02-05-00002-00. The budget should be

delineated between labor and materials (other direct costs). This summary budget must be consistent with the detailed cost proposal.

L.2.(c)(3) Part 3 - Calculations of Labor-Hours, Fixed Burdened Hourly Rates, Materials/Other Direct Costs, and Ceiling Price

The proposal must present the means by which the offeror calculated the proposed labor-hours and the fixed burdened hourly rate for each position and for each year.

L.2.(c)(3)(A) Calculation of Labor-Hours

The labor-hours are based on personnel being required full-time, excluding paid absences. Because the labor-hours are based on direct productive labor-hours worked and exclude paid absences, the number of hours in an offeror's normal direct-labor year must be further reduced by the number of hours/days of sick leave, vacation leave, administrative leave, holidays and personal days off permitted by the offeror's established practices and policies. The calculation of the labor-hours must be consistent with the information provided in Sections L.2.(c)(7).

L.2.(c)(3)(B) Calculation of Fixed Burdened Hourly Rates

Each fixed burdened hourly rate is a function of an unburdened hourly rate (basic salary/consultant fee) to which a multiplier, as described in Section L.2.(c)(3)(B)(ii) below, is applied. The proposal must present the unburdened hourly rate used for each position and the calculation and application of the multiplier, as follows:

L.2.(c)(3)(B)(i) Calculation of Unburdened Hourly Rates

Each unburdened hourly rate should be based on each candidate's salary history, which will be supported as described in Section L.2.(c)(4) below. The unburdened hourly rate should be no higher than the offeror's established practices and policies, including the Contractor's established pay scale for equivalent classifications of employees, or the individual's current salary or wage or the highest rate of annual compensation received during any full year of the immediately preceding three years. An hourly rate is determined by dividing the annual rate of compensation by 2,080. No first-year unburdened hourly rate may exceed the local currency equivalent of the current maximum for an AWPACS rate which is currently US\$71.49 per hour. The application of the multiplier to each unburdened hourly rate must be shown. Calculation of the multiplier must be presented as described in Section L.2.(c)(3)(B)(ii) below. For the subsequent years, the unburdened hourly rates may be escalated, but the proposal must indicate the rate of increase.

L.2.(c)(3)(B)(ii) Calculation of Multiplier

L.2.(c)(3)(B)(ii)a. The proposal must indicate a multiplier or multipliers applicable to each position. Only one multiplier will be used for each position, regardless of whether the services are performed by an employee or consultant of the offeror or any of its subcontractors/collaborating organizations.

L.2.(c)(3)(B)(ii)b. The multiplier is a composite of a factor of 1.0 (representing the unburdened hourly rate of an individual) which, when applied to an individual's basic unburdened hourly salary/fee, calculated as described above, allows the contractor and/or subcontractor to recover payroll costs and fringe benefits (e.g., unemployment insurance, workers compensation insurance, life insurance, health insurance, retirement, etc.), paid absences, indirect costs, home office backstopping and support costs, and fee or profit, if any.

L.2.(c)(3)(B)(ii)c. The following is an illustrative method for developing a multiplier:

1.000	Unburdened Hourly Rate
+ .250	Fringe Benefits @ 25% of Unburdened Hourly Rate
1.250	Sum of Unburdened Hourly Rate + Fringe Benefits
+ .625	Indirect Costs @ 50% of Unburdened Hourly Rate + Fringe Benefits (1.250 x .5 = .625)
1.875	Sum of Unburdened Hourly Rate + Fringe Benefits + Indirect Costs
+ .131	Fee/Profit @ 7% of Unburdened Hourly Rate + Fringe Benefits + Indirect Costs
2.006	

L.2.(c)(3)(B)(ii)d. The offeror must demonstrate the calculation for the multiplier(s) proposed. If different multipliers are proposed, the calculation of each multiplier must be included.

L.2.(c)(3)(B)(ii)e. As indicated above, the work-year on which an unburdened hourly rate is based is 2,080 hours (260 days @ 8 hours per day). However, some organizations do not have an 8-hour work-day, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened hourly rates. Nevertheless, equitable comparison of various offerors' unburdened hourly rates and multipliers requires that they all be proposed on the same basis (*i.e.*, 2,080 hours). Therefore, the proposed multiplier should, if necessary, include a factor which will permit the offeror (or any subcontractor) to recover its costs when using a 2,080-hour work-year for the purpose of calculating an unburdened hourly rate. If such a factor is used, the basis for such factor must be demonstrated in the proposal (see Section L.2.[c][7] below).

L.2.(c)(3)(B)(ii)f. The indirect cost factor must be stated as a percentage of the sum of the unburdened hourly rate plus, and if applicable, the adjustment factor for a 2,080-hour work-year described above and the fringe benefit factor. As indicated above, the multiplier is applicable only to the unburdened hourly rate of an individual. Consequently, if an offeror's (or any subcontractor's) accounting system distributes indirect costs on a basis other than the unburdened hourly rate plus, if applicable, the adjustment factor for a 2,080-hour work-year described above and the fringe benefit factor, the offeror (or any subcontractor) must recalculate its indirect cost rate(s) so that recovery of indirect costs is possible by application of the rate to the unburdened hourly rate plus, if applicable, the adjustment factor for a 2,080-hour work-year and the fringe benefit factor. The basis for any such recalculation must also be demonstrated in the proposal.

L.2.(c)(3)(B)(ii)g. Consultants (as opposed to employees) are generally not subject to an offeror's (or any subcontractor's) normal work-day, do not usually participate in an offeror's (or any subcontractor's) fringe benefit plan, and frequently are not burdened with an offeror's (or any subcontractor's) indirect costs. Because the offeror (or any subcontractor) may propose the use of both employees and consultants to fulfill contractual requirements, separate multiplier calculations are required for employees and for consultants of the offeror (and any subcontractor).

L.2.(c)(3)(B)(ii)h. Because home/corporate office backstopping and support are to be included in the multiplier, the offeror's (and each subcontractor's) multipliers may need to include a factor for recovery of these costs, unless such costs are normally recovered in the indirect costs. Because accounting systems vary in their treatment and allocation of costs, there is no prescribed place in the development of a multiplier for application of this factor. However, they would definitely be below the unburdened hourly rate and, if applicable, the adjustment factor for a 2,080-hour work-year and the fringe benefit factor. If the offeror (or any subcontractor) normally applies its indirect costs to salaries, or salaries and fringe benefits, the factor for home/corporate office backstopping and support would be applied after the indirect cost factor. However, if the offeror (or any subcontractor) normally applies its indirect costs, wholly or partially, to total direct costs, modified total direct costs, or total direct costs plus overhead, the factor for home/corporate office backstopping and support would be applied before that portion of the indirect cost factor. Regardless of where this factor is applied, the

basis for the calculation of this factor in the offeror's (and each subcontractor's) multiplier(s) must be demonstrated in the proposal.

L.2.(c)(3)(B)(ii)i. The profit/fee factor must be stated as a percentage of the sum of all other factors.

L.2.(c)(3)(C) Calculation of Materials/Other Direct Costs

The offeror must provide a complete breakdown (*e.g.*, number of units x unit price) showing the basis for each item of proposed materials/ODCs.

L.2.(c)(3)(D) Calculation of Ceiling Price

The ceiling price set forth in Section B of this solicitation is the sum of burdened labor (direct productive labor-hours x fixed burdened hourly rates) plus materials/ODCs.

L.2.(c)(4) Part 4 - Contractor Employee Biographical Data Sheets

The Offeror shall submit completed Contractor Employee Biographical Data Sheets (see Section J of this solicitation) for each candidate. The form must be signed by the individual and the Offeror (or subcontractor) in the appropriate spaces, with all blocks completed. The position titles must be consistent with those which are set forth in Section B of this solicitation. Use of Biographical Data Sheets which are more than three months old is not acceptable. Biographical Data Sheets must be presented in alphabetical order, by the individual's last name.

L.2.(c)(5) Part 5 - Fringe Benefit Information

Unless the offeror's (and each subcontractor's) Negotiated Indirect Cost Rate Agreement contains a fringe benefit rate(s), the rate(s) proposed in the multiplier calculations shall be supported by a detailed breakdown comprising each item of fringe benefits (*e.g.*, unemployment insurance, retirement, workers compensation, health and life insurance, etc.) and the costs of each, expressed in dollars and as a percentage of salaries. Each page shall have the prime contractor's (or subcontractor's) name clearly marked. A tab or colored divider page shall separate the prime contractor's and each subcontractor's fringe benefit information.

L.2.(c)(6) Part 6 - Indirect Cost Information

L.2.(c)(6)(A) The offeror shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from the offeror's cognizant U.S. Government Audit Agency, if any, stating the offeror's most recent final indirect cost rates (if the Offeror does not have predetermined rates) and/or the current provisional or predetermined rates accepted by the cognizant U.S. Government Audit Agency for proposal/billing purposes, the base to which such rates are applied, and the offeror's fiscal year (*e.g.*, October 1 through September 30). The offeror shall also provide the name and address of the cognizant U.S. Government Audit Agency, and the name and telephone number of the cognizant auditor.

L.2.(c)(6)(B) If the offeror does not have a cognizant U.S. Government Audit Agency, the offeror shall provide its audited balance sheets and profit and loss statements for the last two complete years and the current year to date (or such lesser period of time if the offeror is a newly-formed organization). The profit and loss statements should include the total costs of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the offeror's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rates proposed.

L.2.(c)(6)(C) If the offeror proposes, in the multiplier calculations, the use of indirect cost rates which are lower than what can be supported by the aforesaid documentation, the offeror shall include detailed documentation demonstrating the reasonableness of the lower rates. Such documentation may include the impact that the contract would have on the offeror's business activities and volume.

L.2.(c)(6)(D) Generally, the same rate(s) shall be used in the multiplier calculations for the full term of the contract; however, if the offeror uses different rates for different accounting periods, an explanation, with supporting calculations, for each multiplier must be included in this Part of the proposal.

L.2.(c)(6)(E) The same information must be provided for each subcontractor. A tab or colored divider page shall separate the prime contractor's and each subcontractor's indirect cost information. The offeror's (or subcontractor's) name must be indicated on each page.

L.2.(c)(7) Part 7 - Information Concerning Work-Day, Work-Week, and Paid Absences

L.2.(c)(7)(A) The offeror shall indicate the number of hours and days in its normal work-day for employees and consultants.

L.2.(c)(7)(B) A normal work-year, including paid absences (holidays, vacations, sick leave, etc.) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour work-day, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened hourly rates. Nevertheless, equitable comparison of various offerors' fixed burdened hourly rates and multipliers, and comparison against the AW salary level, require that a standard work-year of 2,080 hours be used. Therefore, the proposal shall describe the number of paid absence days permitted by the offeror's practices and policies, and a discussion of how paid absence costs are normally recovered by the offeror.

L.2.(c)(7)(C) The same information must be provided for each subcontractor. Such information must be on subcontractor letterhead and signed by a knowledgeable and authorized representative of each subcontractor. A tab or colored divider page shall separate the offeror's (prime contractor's) and each subcontractor's information.

L.2.(c)(8) Part 8 - Certificate of Current Cost or Pricing Data

The proposal must include a completed Certificate of Current Cost or Pricing Data (see Section J.8. of this solicitation) for the offeror and each subcontractor.

L.2.(c)(9) Part 9 - Representations, Certifications, and Other Statements of Offerors

The Offeror shall submit all required representations and certifications, as set forth in Section K. of this solicitation, signed on the last page in the space provided therefor.

L.2.(c)(10) Part 10 - Evidence of Responsibility

The Offeror must submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR 9.104-1. In the absence of evidence sufficient for the Contracting Officer to make an affirmative determination of responsibility, the Offeror shall be considered to be nonresponsible, thereby precluding award of the contracts. Accordingly, the Offeror should seriously address each element of responsibility. To this end, the Offeror must demonstrate that it:

L.2.(c)(10)(A) Has adequate financial resources to perform the contract, or the ability to obtain them;

L.2.(c)(10)(B) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;

L.2.(c)(10)(C) Has a satisfactory performance record;

L.2.(c)(10)(D) Has a satisfactory record of integrity and business ethics;

L.2.(c)(10)(E) Has the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them;

L.2.(c)(10)(F) Has the necessary equipment and facilities, or the ability to obtain them; and

L.2.(c)(10)(G) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (*e.g.*, Equal Opportunity, Clean Air and Water, Drug-Free Workplace, etc.)

L.2.(c)(11) Part 11 - Subcontractor Information

This Part shall contain subcontractor information as set forth below. A tab or colored divider sheet shall separate each element of subcontractor information, as well as each subcontractor. Each page shall have the subcontractor's name clearly marked.

L.2.(c)(11)(A) Evidence of Subcontractors' Agreements

The proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically states the following:

L.2.(c)(11)(A)(i) The subcontractor's agreement to be included in the Offeror's proposed teaming arrangement;

L.2.(c)(11)(A)(ii) The subcontractor's agreement to the use of the proposed fixed burdened hourly rates, or such other fixed burdened hourly rates which will apply to the subcontract between the offeror (Prime Contractor) and the subcontractor, specifically stating the fixed burdened hourly rates and the applicable period(s);

L.2.(c)(11)(A)(iii) A discussion and agreement on whether the prime contractor or the subcontractor will finance the subcontractor's performance.

L.2.(c)(11)(A)(iv) A discussion and agreement on type(s) of subcontract(s) to be used, and applicable terms and conditions, unless the subcontract(s) will be essentially the same as the prime contracts (with appropriate alterations to reflect the difference in the parties, and to reflect the fact that USAID will not have privity of contract with any subcontractor).

L.2.(c)(11)(B) Representations, Certifications, and Other Statements of Offerors

Each subcontractor's representations and certifications, as set forth in Section K. of this solicitation, signed on the last page in the space provided therefor, shall be included in the proposal.

L.2.(c)(11)(C) Evidence of Responsibility

The information set forth in Section L.2.(c)(10) above regarding responsibility shall be included for each subcontractor. Each subcontractor must be responsible in order to receive a subcontract.

L.2.(c)(11)(D) Subcontract Instrument (Optional)

In lieu of Section L.2.(c)(11)(A) above, the proposal may include the actual subcontract instrument. This is not required; however, if included, and if appropriate, the subcontract instrument(s) will be reviewed (and negotiated as appropriate) as part of the overall evaluation and negotiation process. Requirements in the prime contract for the Contracting Officer's consent to the placement of such subcontracts will then be deleted.

L.2.(c)(12) Part 12 – Contractor Team Arrangement Information

If two or more parties have formed a partnership or joint venture (see FAR 9.6) for the purposes of submitting a proposal under this solicitation and, if selected, performing the contract as a single entity, they must submit, as part of the cost/business management proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully-disclosed, and respective

responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization which will have responsibility for negotiation of delivery orders under the contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principals to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.2.(c)(13) Part 13 - Cost Accounting Standards (CAS) Disclosure Statement (if Required)

Unless exempted by Section K of this solicitation, the CAS Disclosure Statement (Form CASB DS-1) shall be submitted by the offeror (prime contractor) and each subcontractor.

L.2.(c)(14) Part 14 – Cost Proposals for Task Order No. 656-I-01-05-00002-00 and 656-I-02-05-00002-00

The offeror shall submit cost proposals for accomplishing the work specified in the statements of work for the two task orders provided under Section C. The proposals shall include the details discussed in this section.

[End of Section L]"

F) Delete Section M.2 COST/PRICE EVALUATION in its entirety and replace with the following:

"Section M.2 COST/PRICE EVALUATION

Costs will be evaluated for reasonableness, necessity, and allowability, and allocability under the applicable USG cost principles (*i.e.*, 41 CFR 31.2 for for-profit businesses, OMB Circular A-122 for non-profit organizations, and OMB Circular A-21 for universities). Proposed cost/price will constitute 40% of the total evaluation criteria. For the purpose of price evaluation, the proposed ceiling price will be used."

[END OF ATTACHMENT 2]

ATTACHMENT 3 – REVISED SF-33

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF 1	PAGES 94
2. CONTRACT NUMBER		3. SOLICITATION NUMBER RFP No. 656-06-006		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED October 31, 2005
7. ISSUED BY Procurement Management Unit USAID/Mozambique JAT Complex, Rua 1231, No. 41 Bairro Central "C", Maputo, Mozambique		CODE		8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in USAID/Mozambique, JAT Complex, Rua 1231, No. 41, Maputo, Moz until 1600hrs (Maputo) local time Dec 5, 2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-1. All Offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Karen Dods, Acqu. Specialist		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 258-21-352169		C. E-MAIL ADDRESS kdods@usaid.gov
---------------------------	---	--	---	--	--------------------------------------

11. TABLE OF CONTENTS

See Attached Table of Contents

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1-4	X	I	CONTRACT CLAUSES	46-56
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5-11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12-23	X	J	LIST OF ATTACHMENTS	47
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25-26	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	48-68
X	F	DELIVERIES OR PERFORMANCE	27-31	X	L	INSTR., CONDS., AND NOTICES TO OFFERORS	69-84
X	G	CONTRACT ADMINISTRATION DATA	32-35	X	M	EVALUATION FACTORS FOR AWARD	85
X	H	SPECIAL CONTRACT REQUIREMENTS	36-45				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(a) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Phillip S. Tresch Regional Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.